



CLUSTER

Trading Services

UNIT

Electricity

DEPARTMENT

MV/LV Operations

PROCUREMENT DOCUMENT

GOODS / SERVICES

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

Tender No: 26970 (5E)

Title: THE DESIGN, SUPPLY, DELIVERY AND INSTALLATION OF HIGH MASTS DURING A THIRTY-SIX MONTH PERIOD, ON AN AS-AND-WHEN BASIS

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: [There will be no clarification meeting.](#)

Queries can be addressed to: [Email queries to be submitted by 02 May 2024 and consolidated answers to questions will be uploaded 09 May 2024](#)

General / Contractual: [Tumo Mpetsane, 031 311 9420 \(t\), Tumo.Mpetsane@.durban.gov.za](#)

Technical: [Criselda Bisram, Tel: 031 311 9666, Criselda.bisram@.durban.gov.za](#)

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box [located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road \(Old Fort Rd\), Durban](#) (and not any other municipal department), no later than:

Closing Date: [Friday, 17 May 2024](#)

Time: [11:00am](#)

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: [MV/LV Operations](#)

Issued: [April 2024](#)

Document Version: [24/02/2023\(b\)](#)

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY
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TENDER No.: 26970 (5E)

DESCRIPTION: **THE DESIGN, SUPPLY, DELIVERY AND INSTALLATION OF HIGH MASTS DURING A THIRTY-SIX MONTH PERIOD, ON AN AS-AND-WHEN BASIS**

CLOSING DATE / TIME: Friday, 17 May 2024 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website (<https://www.etenders.gov.za/>), or
- the eThekwini Municipality's website (<https://www.durban.gov.za/pages/business/procurement>).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website: <https://ethekwinivendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

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Cell phone Number:

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Facsimile Number:

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Circle ApplicableIs your entity registered on the **eThekweni Municipality's supplier database?** YES / NO• **If YES insert** your PR Number: **PR**Is your entity registered on the **National Treasury Central Supplier Database (CSD)?** YES / NO• **If YES, insert** your MAAA Number: **MAAA**

Insert a SARS Tax Compliance Status PIN

Is your entity VAT registered? YES / NO

• **If YES insert** Vat Registration Number:Has a **Declaration of Municipal Fees** been submitted? YES / NOHas a **Declaration of Interest** (MBD 4) been submitted? YES / NOHas a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted? YES / NOHas a **Preference Points Claim** (MBD 6.1) been submitted? YES / NOHas a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted? YES / NOHas a **Certificate of Independent Bid Determination** (MBD 9) been submitted? YES / NO**Are you the accredited representative** in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission. YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the **General Conditions of Contract** are applicable to these **Standard Conditions of Tender**. These definitions include:
 - “Closing time”
 - “Contract”
 - “Contract Price”
 - “Corrupt practice”
 - “Countervailing duties”
 - “Country of origin”
 - “Day”
 - “Delivery”
 - “Delivery ex stock”
 - “Delivery into consignees store or to his site”
 - “Dumping”
 - “Force majeure”
 - “Fraudulent practice”
 - “GCC”
 - “Goods”
 - “Imported content”
 - “Local content”
 - “Manufacture”
 - “Order”
 - “Project site”
 - “Purchaser”
 - “Republic”
 - “SCC”
 - “Services”
 - “Supplier”
 - “Tort”
 - “Turnkey”
 - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
 - (a) Detrimentally affect the scope, quality, or performance of the services or supply identified in the Scope;
 - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
 - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the **Standard Conditions of Tender** (Goods and Services), **Special Conditions of Tender (SCT)**, **General Conditions of Contract (GCC)** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the **Special Conditions of Contract (SCC)**, the **Occupational Health and Safety Act** (Act No. 85 of 1993), and the **eThekwini Code of Conduct**.

Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the **General Conditions of Contract** and **Special Conditions of Contract**. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

(1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

(2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekwini Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

(3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the **SCT**.

(4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the **SCT**. Failure to attend a **compulsory** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. Tenders will only be evaluated from those tendering entities appearing on the attendance list.

(5) Closing Date and Delivery of Tender Submissions

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the *SCT* not later than the **date and time** as stated in the *SCT*, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) Tender Validity and Withdrawal of Tenders

Tenders must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the *SCT*. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(5) Municipal Bidding Documents (which includes):

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the Municipality involved in the evaluation process.
Regulation 44 of the Supply Chain Management Regulations states that a Municipality or Municipal Entity may not make any award to a person:
 - (i) Who is in the service of the state;
 - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
 - (iii) Who is an advisor or consultant contracted with the Municipality or municipal entity.
 Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the Municipality shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.
The Municipality reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
 - State the name of the person(s);
 - State recognised trading name; and
 - State whether an owner, co-owner, proprietor, etc.

(b) Signing of Official Tender Form

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) Authority of Signatory

Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) Differences or Discrepancies

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) **Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. **INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. **SAMPLES**

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. **MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. **CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. **PRICING**

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) **Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) **Unit Prices**

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the **Conditions of Contract**.

(3) **Firm Tenders**

Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) **Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. **ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. **DELIVERY, RISK, PACKAGES, ETC**

- (1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
- (2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the **SCT**.
- (3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
- (4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
 - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer*, unless otherwise provided for in the *SCT*.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$
 where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- 90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
80 where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
It is unclear (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) P_{max} is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) P_{min} is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) P_t is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

The **Specific Goals** for Preference Points are specified in the *SCT*.

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**(1) Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) Communication, Councillors and Officials

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
 - Does not allow any preferred *Tenderer* a second or unfair opportunity;
 - Is not to the detriment of any other *Tenderer* ; and
 - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. ACCEPTANCE OF BID

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
 - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
 - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
 - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment conditions will be as per the ***Conditions of Contract***.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

20. APPEALS

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The ***Standard Conditions of Tender*** (Goods / Services) make several references to the ***Special Conditions of Tender*** (SCT) for details that apply specifically to this tender. The ***Special Conditions of Tender*** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the ***Standard Conditions of Tender***.

Each item below is cross-referenced to the clause in the ***Standard Conditions of Tender*** to which it mainly applies.

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 76 pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
 - (<https://www.etenders.gov.za/>), or
- the eThekweni Municipality's website
 - (<https://www.durban.gov.za/pages/business/procurement>).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender

General and Contractual Queries are to be directed to:

[Tumo Mpetsane, 031 311 9420 \(t\), Tumo.Mpetsane@durban.gov.za](mailto:Tumo.Mpetsane@durban.gov.za)

Technical Queries are to be directed to:

[Criselda Bisram, Tel: 031 311 9666, Criselda.bisram@durban.gov.za](mailto:Criselda.bisram@durban.gov.za)

SCT 3(4) TENDER INFORMATION: Briefing Session

There will be no clarification meeting.

SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 17 May 2024 at 11:00am**.

Bidders are to include, with their “hard copy” submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the bidder’s name, eg. “**XX-xxxx – Tenderers Name.PDF**”. The memory-stick must be securely fixed to the paper submission.

SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders

Tenders must hold good for 120 days following the date on which tenders are opened.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

4.1 Bidders shall give full technical and descriptive details as outlined under **TECHNICAL SCHEDULES B1 to B11** and submit all, including the related literature and drawings, for the all items offered for evaluation. Failure to supply full information will render the bid liable to disqualification. The evaluation of the bids will be based upon completion of the document, testing of samples, and compliance of the technical schedules.

4.2 **Items 1 to 10 of SECTION 8: BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES** will be evaluated separately. The evaluation of the bids will then be based on the total price of per item over three years, upon each bidder’s responsiveness and also upon the 90/10 point system. Each bidder must submit a certified copy of a B-BBEE Verification Certificate if Preferential Points are to be claimed or alternatively, a sworn affidavit where such is applicable for the tendering entity.

SCT 13 IMPORT PERMITS

In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by:

- List name of applicant.

SCT 14 EVALUATION PROCESS

14.1 Price and Preference

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified Regulation 4.1.

14.2 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document **MBD 6.1: “Preference Points Claim Form”** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

Ownership Goal

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Goal Weighting 75%			
Ownership Categories	Criteria	90/10	
Race: Black (w1)	0%	0	
	>0% and <51%	4	
	≥51% and <100%	8	
	100%	10	
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. 			

RDP Goal: The promotion of South African owned enterprises

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 25%		
Location	80/20	
Not in South Africa	0	
South Africa	0.625	
KZN	1.25	
ETM	2.5	
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • CSD report 		

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)**ACT 1 ELIGIBILITY – CSD REGISTRATION**

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

ACT 2 All drawings and documentation submitted shall become the property eThekweni Municipality.

ACT 3 EThekweni Municipality reserves the right to accept more than one technically and contractually compliant bid for part or the whole of the contract and to place orders on the basis of price and availability.

ACT 4 The contract shall be awarded per item.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

1) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY	CLOSE CORPORATION	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR
Refer to Notes at the bottom of the page				

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. [26970 \(5E\)](#) and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

Tenderers are to include, at the back of their tender submission document, a printout of the following documents:

- If a Company : a "Resolution of the Board" in this regard.
- If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

3) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number</u> : to be completed by tenderer.
Consolidated Account No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Electricity	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Water	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Rates	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Other	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Tenderers are to include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

NAME (Block Capitals):

Date

SIGNATURE:

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT**Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME (Block Capitals):**Date****SIGNATURE:**

5(a) MBD 4: DECLARATION OF INTEREST

NOTES

MSCM Regulations: "in the service of the state" means to be:

- (a) a member of:
 - (i) any municipal council.
 - (ii) any provincial legislature.
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
- (e) a member of the accounting authority of any national or provincial public enterprise.
- (f) an employee of Parliament or a provincial legislature.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 1 No bid will be accepted from persons **in the service of the state**.

- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state? If yes, furnish particulars:	Circle Applicable	
	YES	NO

3.9 Have you been in the service of the state for the past twelve months? If yes, furnish particulars:	YES		NO	
	YES	NO	YES	NO

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars:	YES	NO
3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars:	YES	NO
3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES	NO
3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES	NO
3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? If yes, furnish particulars:	YES	NO

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____ **Date** _____

SIGNATURE: _____

5(b) **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**
(ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars.		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars.		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars.		

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals): _____ **Date** _____

SIGNATURE: _____

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1.0 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the **90/10 preference point system**.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** 90 and 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

2.1 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

PRICE POINTS: A maximum of 80 or 90 points is allocated for price on the following basis:

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, the municipality must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (90/10 system)	GOAL WEIGHTING	Number of points CLAIMED (90/10 system)	Proof of Claim from *CSD Registration Report Report Date: 2023 – MM – YY <i>B-BBEE Information</i>
Ownership Goal: Race (black)	7.5	75		Black Ownership %
RDP Goal: The promotion of South African owned enterprises.	2.5	25		<i>Supplier Address Information:</i>
Total CLAIMED Points (10 Maximum)				

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b) been convicted for fraud or corruption during the past five years.
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If YES, provide particulars.

.....

Circle Applicable	
YES	NO

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

4.2.1 If YES, provide particulars.

.....

YES	NO
-----	----

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

4.3.1 If YES, provide particulars.

.....

YES	NO
-----	----

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME (Block Capitals):

Date

SIGNATURE:

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

-
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals):

Date

SIGNATURE:

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent Rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the [amount specified in SCC](#).
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, [unless otherwise specified](#).
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, [including additional requirements](#), if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms [specified in the contract](#).
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery [in the manner specified](#).
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 1.2 **CONTRACT**

This contract will commence on seven days from letter of award and shall terminate 36 months thereafter, (including non-working days).

SCC 7.1 **PERFORMANCE SECURITY**

The liability of the Performance Security shall be Nil.

SCC 16.1 **PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

SCC 17 **PRICES**

Prices are fixed for the first 12-month period, and thereafter adjusted annually using the CPI per province (KwaZulu-Natal) as specified on table A (Consumer Price Index: Main indices) of Statistical Release P0141 published by Statistics South Africa.

SCC 21.1 **DELAYS IN THE SUPPLIER'S PERFORMANCE**

The time schedule for the delivery of goods from the placement of an order is 6 weeks.

SCC 22.1 **PENALTIES**

Replace this clause with the following:

"If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price (as a penalty):

- A penalty of 5% of the order value for each day delivery is delayed.

The purchaser may also consider termination of the contract pursuant to GCC Clause 23."

ADDITIONAL CONDITIONS OF CONTRACT**ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC2 QUALITY OF PRODUCTS

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

ACC3 RATE OF EXCHANGE VARIATION

Where the goods are imported the Contractor shall within seven days of date of Official Purchase Order, arrange through his bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The Contractor shall notify the Municipality as soon as possible thereafter regarding the rate which has been fixed on such forward exchange. The forward cover shall be from a reputable South African bank. The Contractor is to confirm with the employer prior to placing forward cover if the service provider is acceptable.

Any increase or decrease between the basic rate of exchange as at 12:00 on the date of close of the bid and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the Contractor to arrange forward exchange cover, the Contractor shall be liable should there be an increase in the basic rate of exchange occurring after the last-mentioned date.

The bank charges incurred in obtaining the forward exchange cover must be included in the Tenderer's bid.

ACC4 ESTIMATED QUANTITIES

The quantities stated in Section 8 are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

SECTION 7 :SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

Scope of Supply / Services

1.0 Scope

1.1 This specification calls for the design, supply, delivery and installation of high masts within the eThekweni region. Steel masts are used in EtheKwini Electricity's area of supply in public lighting applications. Quality of the masts is very important as failure could result in serious consequences. As this is difficult to manage within the present EtheKwini Electricity's business structures it has been decided that SANS support structures will be relied upon to manage compliance to specification as well as quality. The implication to suppliers is that EtheKwini Electricity will only purchase steel masts that comply with the relevant SANS specifications.

2.0 Bid Information

2.1 The specification will be governed by the Special Conditions of Tender/Contract (Goods and Services) and Government Procurement General Conditions attached hereto, and to the Occupational Health and Safety Act, Act No. 85 of 1993.

2.2 EtheKwini Electricity reserves the right to accept the whole or any part of a bid for a maximum period of 36 months.

2.3 The Prices inserted in the Bid Form shall be an all-inclusive cost and must include and allow for all activities, equipment, transport, labour and any other items required to comply with the requirements of the solution in all respects .Unit rates shall be bid against the items detailed in the **Bid Form**. Bids shall be adjudicated on the basis of the unit rates applied to the nominal quantities detailed in the **Bid Form**.

2.4 All bid prices quoted by the contractor must be in South African currency (Rand).

2.5 EtheKwini Municipality reserves the right to accept more than one technically and contractually compliant bid for part or the whole of the contract and to place orders on the basis of price and availability.

2.6 Bidders shall not bind eThekweni Municipality to any minimum quantity per order.

2.7 The successful bidder shall be bound to supply whatever quantities eThekweni Municipality may actually require during the period of the contract, irrespective of the extent to which the total quantities ordered may be in excess of or below the estimated quantity for the period described.

2.8 **Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the employer shall have the right to terminate the contract with immediate effect.**

Note: Clause 44 refers to the SCM Regulations which states;

The Accounting Officer must ensure that irrespective of the procurement process followed, no award may be given to a person-

- a) Who is in the service of the state; or
- b) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- c) A person who is an advisor or consultant contracted with the Municipality or Municipal entity

3.0 Competency of Staff

Mechanical Competency: The work under this contract shall be undertaken by a suitably qualified millwright or rigger with at least 5 years experience undertaking similar highmast work to the satisfaction of the Senior Manager, Lighting Planning.

4.0 Standard Dress Code

4.1 The Contractor's staff shall be required to comply with standard dress code of arc rated conti-suits as determined by eThekweni Electricity with company name and telephone number, safety shoes and socks, or an alternative dress code approved by the Engineer, at all times whilst attending to their field duties.

4.2 It shall be the Contractor's responsibility to provide all necessary clothing to comply with this dress code.

5.0 Contractor to Note and Comply with the Following

5.1 EThekwini Electricity has the right to have any of the Contractors personnel removed off site without cancelling the contract if, in eThekwini Electricity's opinion, it is warranted.

5.2 EThekwini Electricity reserves the right to request disciplinary/corrective action if, and when required.

5.3 The Contractor shall operate under the direction and instructions of the Senior Manager: Lighting Planning or his/her representative or such person(s) as may be appointed by him.

5.4 The Contractor shall transport his staff to, and from, site.

5.5 The Contractor shall comply with all local and statutory labour laws and agreements.

5.6 The Contractor shall similarly ensure that his staff abide by such regulations and regulations.

5.7 The Contractor shall maintain a high standard of workmanship expected by eThekwini Electricity and shall comply with any quality assurance and quality procedure implemented by eThekwini Electricity.

5.8 The Contractor shall provide all safety apparel, safety equipment and cleaning materials.

6.0 Damage to Persons and Property

The Contractor shall indemnify and keep indemnified the Council against all loss or damage, all claims, including any claim for injury, damage or loss (including consequential loss) to any person or property whatsoever, which may arise out of, or in consequence of the execution of the Contract or of any act or omission of the Contractor or his subcontractors or of his or their employees, and against all demands, actions, proceedings, costs, charges and expenses whatsoever, in respect of such claims or incurred in opposing, defending, compromising or settling the same, provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of, or to indemnify the Council against any claim for injury, damage or loss arising out of any act or neglect done or committed during the currency of the Contract by the Council, its agents, servants or other contractors (not being employed by the Contractor), or for, or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

7.0 Accidents

In addition to the statutory obligations, the Contractor shall immediately report to the Head: eThekwini Electricity all accidents and all abnormal situations and occurrences affecting the Works or the execution of this Contract, whether or not such accidents are in respect of damage to the Works, or persons, property or things. If required by the Head: eThekwini Electricity, the report shall be in writing and shall contain full details of the occurrence. The Head: eThekwini Electricity shall have the right to make all and any enquiries, either on site of the Works or elsewhere, as to the cause and results of such accidents, situations or occurrences and the Contractor shall give the Senior Manager or his/her representative, full facilities for carrying out of such enquiries.

8.0 Protection of Works and Injury to Persons

The Contractor shall, at his own expense, take all precautions requisite for the protection of life and property on, and about, and shall indemnify, and keep indemnified, eThekwini Electricity against losses, claims, demands, proceedings, damages, costs, charges and expenses of whatsoever nature, howsoever arising, in respect of injury to, or death or loss of, or damage to, any property or person at any time during the currency of the contract.

9.0 Remedy on Contractors' Failure to Insure

Failure by the contractor to effect and keep in force the insurance referred to in Clause 19 and 21 hereof, or to comply with the requirements of the Occupational Injuries and Diseases Act, shall be a breach of Contract and, until such breach is remedied, the Council may require the Contractor to discontinue the Work, may withhold payment, or may effect and keep in force such insurance.

10.0 Occupational Injuries and Diseases Act

The Contractor, shall, before commencing execution of his duties under this contract, produce documentary proof to the City Treasurer that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act. The Contractor undertakes that he will perform all his obligations and comply with all the provisions of the Occupational Injuries and diseases Act and more particularly that he will render all returns and pay all assessments for which he is liable in terms of such Act.

11.0 Past Performance

Due to the nature and the specialists required for this contract, previous experience with the bidder in terms of the execution of work of a similar nature to that described hereinafter, will be taken into account in the adjudication of bids.

Only bidders with previous experience within the last five (5) years shall be considered. As such, Contractors who have failed to perform satisfactorily over the past three years may be precluded from consideration under this enquiry.

In particular, Contractors who have failed to meet project completion dates through their own inabilities, performed work outside the scope of the Department's Codes of Practice notwithstanding obligation to comply therewith, or failed to keep good and proper control of materials, shall be disqualified from the adjudication process.

**TECHNICAL SPECIFICATION FOR THE
DESIGN SUPPLY, DELIVERY AND INSTALLATION OF HIGH MASTS DURING A THIRTY SIX MONTH
PERIOD DURING A THIRTY SIX MONTH PERIOD**

1.0 General

- 1.1 This specification calls for the supply, delivery, and installation of steel masts for public lighting in accordance with SANS 10225.
- 1.2 The high masts are situated in eThekweni Electricity's area of supply. Bidders are required to familiarise themselves with the area of supply.
- 1.3 The work under this contract shall be undertaken by a suitably qualified rigger with at least 5 years' experience undertaking similar highmast work to the satisfaction of the Senior Manager, Lighting Planning.
- 1.4 Isolation of the high mast lights is to be carried out by an electrician deemed competent in terms of eThekweni Electricity's Codes of Practice and Safety Rules.

2.0 Security Measures

Part of the contract is to be undertaken in areas which are subject to sporadic violence and vehicle hijacking. The Contractor shall be willing to undertake the work in these areas without procrastination. The Contractor shall make provision for security in his bid price.

3.0 Normative references

All national and international standards referred to in this document shall form part of this specification. Where reference is made to a code, specification or standard the reference shall be taken to mean the latest edition of the code, specification or standard, including addenda, supplements and revisions thereto.

Reference	Description
SANS 121/ ISO 1461	Hot dip galvanized coatings on fabricated iron and steel articles — Specifications and test methods
SANS 044-3:1983	Welding – the fusion welding of steel. Part 3 – Tests for the approval of welding procedures and production welds.
SANS 10198:2004	The selection, handling and installation of electric power cables of rating not exceeding 33 kV (All parts)
SANS 10225:1991	The design and construction of lighting masts.
SANS 657-1:1989	Steel tubes for scaffolding and for structural and general engineering purposes.
SANS 1063:1998	Earth rods, couplers and clamps
SANS 1088:2004	Luminaire entries and spigots.
SANS 1418-1:1986	Aerial bundled conductor systems
SANS 182-1	Conductors for overhead electrical transmission lines Part 1: Copper wires and stranded copper conductors (metric units)
OHS Act, 85 of 1993	Occupational Health and Safety Act and Construction Regulations, and as amended.

4.0 **Scope of Work**

4.1 **General requirements**

Contractor responsibility

- 4.1.1 The Contractor shall be responsible for ensuring that he is fully conversant with the requirements of this specification. All masts shall comply fully with the requirements of SANS 10225 and this specification.
- 4.1.2 The masts shall be suitable for use at a mean altitude of 1 000 m above sea level in an environment subject to heavy industrial pollution at ambient temperatures of -5°C to 40°C
- 4.1.3 The masts will be installed in locations subject to high wind loading (as detailed in clause 4.2 below) and high lightning ground flash density (> 10 flashes/km²/year).
- 4.1.4 The masts shall be designed, approved and certified by an individual who is professionally registered with the Engineering Council of South Africa (ECSA) as a structural engineer in accordance with SANS 10225 and manufactured from new materials.
- 4.1.5 The successful tenderer must obtain all necessary wayleave applications and/or approvals as well as all clearances required.

4.2 **Design**

- 4.2.1 The masts shall be designed in accordance with SANS 10225 to support the required luminaires and shall incorporate vandal-proof measures to prevent easy access to the mast.
- 4.2.2 The successful bidder shall submit mast drawings and full foundation specifications including steel rebar design. Masts to be fitted with a bird spike at the top of mast
- 4.2.3 The steel masts, when loaded as detailed above, shall be capable of withstanding a fluctuating wind load in accordance with the requirements of SANS 10225. The terrain category shall be Category 2.
- 4.2.4 Under the conditions detailed in SANS 10225 and those given above, the horizontal and vertical deflections shall not exceed the requirements of SANS 10225.
 - 4.2.4.1 The maximum horizontal deflection at the spigot end, when subjected to two thirds of the design loading, shall not exceed 2,5 % of the developed length above ground.
 - 4.2.4.2 The maximum vertical deflection at the spigot end, when subjected to the mass of the luminaries shall not exceed 1,5 % of the total length of the pole.
- 4.2.5 Masts may be of any hollow cross section and vertical profile meeting the requirements of this specification and SANS 10225.
- 4.2.6 **The design of each mast shall be accompanied by a formal report consisting of comprehensive strength calculations and detailed drawings certified by a qualified professional structural engineer. These must be submitted with the bid document during the tender submission process. As this structural engineer will take full responsibility for the design of the masts.**
- 4.2.7 The steel street lighting masts shall be manufactured of grade S355 steel, in accordance with SANS 657. The steel used in the manufacture of the mast shall have an ultimate tensile strength of between 460 and 680 MPa.

4.3 **Construction**

- 4.3.1 All straight fixed masts and shall be supplied in two pieces.
- 4.3.2 All items, besides the straight masts, shall have unitary fixed portion and a unitary moveable portion.
- 4.3.3 Items 9 and 11 required with a separate 2 m section attached at the top by means of a slip joint and secured with three evenly spaced (at 120°) grub screws. The slip joint shall have the male portion on the lower portion of the mast. The upper and lower portions of the mast shall have the same diameter

- on either side of the joint.
- 4.3.4 All changes in diameter shall be by means of swaging or continuous tapering. Under no circumstances will welded pieces (pipe reducers) inserted into the masts be accepted.
- 4.3.5 All joints shall be bevelled prior to welding and shall present a symmetrical appearance after welding. In addition, all joints (other than those designed for later assembly) shall be designed and manufactured to ensure that there is no ingress of water into the interior of the mast.
- 4.3.6 The earth stud shall be bonded to the mast so that connecting an earth conductor from an external source to it will have the effect of earthing the entire mast.
- 4.3.7 All two-piece masts shall have one M10 nut on both sides of the joint position, within 150 mm of the final joint position when the mast is in service. This is to facilitate bonding of the pieces so that the entire mast is effectively earthed.
- 4.3.8 All welding shall be continuous and in compliance with SANS 044, Parts 1 to 4. All welds shall be dressed where necessary.
- 4.3.9 After manufacturing is complete, but before galvanising may commence, masts shall have all weld slag removed by shot- or sandblasting and a visual inspection shall be carried out to ensure the efficiency of this operation. In addition, the masts shall be internally and externally degreased and all grit, loose rust, welding flux and spatter, rough edges and burrs shall be removed.
- 4.3.10 All masts shall be hot dip galvanised in accordance with SANS 121. The minimum thickness of the zinc layer shall be 90 µm. The process used shall comply completely with the requirements of SANS 121.
- 4.3.11 No material may be removed from the mast either mechanically or chemically after galvanising has been carried out.
- 4.3.12 All items shall be protected against corrosion by either hot-dip galvanising as detailed above or by being manufactured of stainless steel. All possibility of galvanic action shall be avoided.
- 4.3.13 All threaded articles shall use standard metric threads. External threads may not be undercut.
- 4.3.14 All masts shall have an earthing stud provided at the access hole and the top of the mast.
- 4.3.15 A weatherproof bitumastic compound must be filled in the space between the top of the concrete plinth and the underside of the mast base to protect the exposed holding-down bolts and prevent rodents from entering the mast.
- 4.3.16 Bidders shall provide their own vandal-proof measures that they deem necessary to secure the mast provided they use special tools and shall provide eThekweni Electricity with 3 sets.
- 4.4 15m and 18m Hinged and internally counter balanced (Item 1, 2, 3, 4, 5, 6, 7, 8 and item 10)**
- 4.4.1 The masts shall meet all the requirements of SANS 10225 whether in the fully raised or lowered position, or any point in-between.
- 4.4.2 The mast shall be constructed from flat steel sheets, cut and bent to form the continuously tapered mast comprising of a Base, Lid and Top section.
- 4.4.3 The mast shall be fitted with a base plate welded to the shaft and there shall be gussets welded between the mast shaft and base plate. The thickness of the baseplate must conform to the requirements of SANS 10225.
- 4.4.4 The lid section shall close over the base section when in the closed position
- 4.4.5 A safety chain shall link the hinged and fixed portions to prevent accidental lowering. The mast lid section must be secured to the base section with a removable safety chain which is removed only once the mast lid has been partially opened thereafter allowing the mast to be fully hinged.
- 4.4.6 All masts shall have an earthing stud provided at the access hole and the top of the mast.

- 4.4.7 The mast shall be hinged at the centre point allowing the top section housing the floodlights to be lowered to ground level with the upper section and lid section being always in a counterbalanced mode during the hinging process. Counterweights to be hot dipped galvanised steel.
- 4.4.8 Mast designs which require the temporary attachment of counterweights to the hinged portion before lowering and subsequent removal once raised will not be considered.
- 4.4.9 A mounting plate shall be provided in the base of the mast at the access opening. The baseplate shall be suitable for the installation of a distribution board and allow easy opening of the sliding front cover. The distribution board must be supplied and installed with a 10 amp MCB per luminaire. EThekwini Electricity will supply all luminaires, but the successful tenderer will supply the circuit breakers and other associated components such as cable glands etc. Access to the Distribution Board shall only be possible once the mast has been partially hinged to the open position.
- 4.4.10 An electrical trailing cable shall run between the distribution board and a splitter box fixed to the crossarm housing the floodlights on the top of the mast.
- 4.4.11 All threaded articles shall use standard metric threads. External threads may not be undercut.
- 4.4.12 All welding shall be continuous and in compliance with SANS 044, Parts 1 to 4. All welds shall be dressed where necessary.
- 4.4.13 After manufacturing is complete, but before galvanising may commence, masts shall have all weld slag removed by shot- or sand-blasting and a visual inspection shall be carried out to ensure the efficiency of this operation. In addition, the masts shall be internally and externally degreased and all grit, loose rust, welding flux and spatter, rough edges and burrs shall be removed.
- 4.4.14 All masts shall be hot-dip galvanised in accordance with SANS 121. The minimum thickness of the zinc layer shall be 90 µm. The process used shall comply completely with the requirements of SANS 121.
- 4.4.15 No material may be removed from the mast either mechanically or chemically after galvanising has been carried out.
- 4.4.16 All items shall be protected against corrosion by either hot-dip galvanising as detailed above or by being manufactured of stainless steel. All possibility of galvanic action shall be avoided.

4.5 Electrical Connection to the Luminaires

- 4.5.1 A 2,5 mm, flexible, heavy-duty (thicker insulation and cable core) trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, shall be provided. Sheaves shall be of Aluminium. The shafts shall be positively secured from rotating in their housings. The Aluminium sheaves shall be adequately sized to prevent deformation of the cable.
- 4.5.2 The trailing cable shall be firmly connected to the luminaire carriage at its one end and to the clevis plate at the other end. Suitable connectors with an IP44 rating shall be provided.
- 4.5.3 A fully enclosed distribution board shall be provided for mounting inside each mast with 1 x 10 amp MCB (curve 1) per luminaire.
- 4.5.3.1 The recommended minimum value for the degrees of protection for the distribution board will be IP 30 as per SANS 60529, table C.1
- 4.5.3.2 The installation and connection of components shall be in accordance with the manufacturer's instructions. Tightening of connections shall not alter the position of components. The tightness of components shall be checked.
- 4.5.3.3 Distribution boards shall comply with SANS 1973-3.
- 4.5.4 Each luminaire to be protected by individual MCB.
- 4.5.5 The photo electric control unit (pecu) and luminaires will be supplied by EtheKwini Electricity and obtained from the main stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.

- 4.5.6 A Splitterbox (cable termination box) with IP65 rating shall be mounted on top of mast for the termination of the trailing cable and subsequent feed to each luminaire.
- 4.5.7 All circuit breakers and isolators shall comply fully with SANS 156 and SANS 60947-2.
- 4.5.7.1 The MCCBs shall have a rupturing capacity of 5 kA and shall bear the mark of the S.A.B.S. and shall be accessible through cut outs in the cover without having to remove the cover.
- 4.5.7.2 Each MCCB shall be legibly and indelibly marked in accordance with SANS 156.
- 4.5.7.3 The MCCBs shall be type tested in accordance with SANS 156.
- 4.5.7.4 Type test reports detailing the test procedures and test results on the MCCBs offered, shall be submitted with bid documents. The test reports shall be from a recognised test authority. Failure to provide details of tests called for may result in the rejection of the bid.
- 4.5.7.5 Test curves showing the current-time characteristics of the MCCBs on thermal or magnetic operation shall be submitted.
- 4.5.8 All equipment shall be clearly marked with engraved labels. No stick-on embossed tape shall be used.
- 4.5.9 The distribution board shall be fully wired and ready for connection to the incoming supply cables.
- 4.5.10 All trenching and concreting of cable must be conducted by the contractor. Cable to be encased with 200mm concrete of 20mPa strength. Security personnel (grade D) to be employed overnight. At least one security guard should be employed per 100m cable length.
- 4.5.11 Contractor shall be responsible for handling and collecting of cable from Cable Yard and collection of luminaires from Main stores.
- 4.5.12 The successful tenderer shall appoint an electrical contractor who has been deemed competent by eThekweni Electricity on Streetlighting and LV.
- 4.5.13 All masts shall be fitted with robust fibreglass DB with 3 x 60A single phase MCB's and 6 x 10A MCB's.

4.6 Access holes and cable entries

- 4.6.1 All masts shall have an access opening of 430 × 100 mm and at a height of 2500mm (measured to the top edge of the access cover) in order to accommodate the distribution board. All edges shall be free of burrs and protrusions.
- 4.6.3 A suitably curved impact-resistant steel cover of the same wall thickness as the mast at the access opening shall be fitted to cover the access opening. The cover plate shall fit snugly against the mast and a silicon sealing gasket (approximately 2 mm thick) shall be provided for sealing the cover plate to the mast.
- 4.6.5 The cover plate shall be permanently secured to the mast by means of a fixing mechanism e.g. a chain onto both the cover plate and the mast and secured with tamper-proof recessed bolts.
- 4.6.6 Due to the prevalence of removal and theft of cover plates by vandals within the Ethekeeni Electricity area of supply, preference will be given to designs where the cover sits flush with the exterior surface of the mast in order to prevent external leverage by means of tools and other implements.
- 4.6.7 Preference will also be given to alternative designs of vandal proof cover plate. Full technical details and working drawings must be supplied with such offers. Bidders shall provide their own vandal-proof measures that they deem necessary to secure the mast provided they use special tools and shall provide eThekweni Electricity with 3 sets.

4.7 Inspection and testing

- 4.7.1 In addition to the requirements listed below, all masts shall comply with the test requirements of clause 7.12 of SANS 10225.
- 4.7.2 Ethekeeni Electricity could appoint an independent test authority to act on its behalf. This inspection authority shall be allowed free access to any place where work for this contract is carried out, whether on site or at the place of manufacture.

- 4.7.3 The tenderer shall carry out all tests required by the inspection authority. The tests will be within the ambit of SANS 0198, SANS 10225 and SANS 121.
- 4.7.4 The authority may also require the welding on 10% of the masts to be radio-graphed and evaluated. The maximum width of any isolated slag inclusion shall not exceed 3 mm, and the total length of isolated slag inclusions in any continuous length of weld shall not exceed 4% of the length of that weld. In addition, no more than four isolated slag inclusions of a maximum width of 3 mm in this length shall be permitted.
- 4.7.5 In addition to the above, no cracks shall be permitted, and penetration, lack of fusion, undercutting and porosity shall receive attention.
- 4.7.6 In the event of masts failing, the entire consignment of masts shall be radio-graphed at the tenderer's expense. The masts will be individually accepted or rejected on the basis of these radiographs.
- 4.7.7 None of these provisions free the tenderer from any of the inspection and quality control requirements of SANS 10198, SANS 10225 and SANS 121.
- 4.7.8 All masts to be grouted between bottom of base and top of plinth using an approved bitumastic compound on completion of erection and insertion of cable.

4.8 Packing and marking

- 4.8.1 A name plate must be riveted to the mast (before galvanising). 1500mm above ground level and directly below the cover plate with clearly visible 10mm stamped lettering with the following information:
- 4.8.1.1 the Contract "E." number;
 - 4.8.1.2 the manufacturer's name;
 - 4.8.1.3 the mast size; and
 - 4.8.1.4 the month and year of manufacture;
 - 4.8.1.5 design windage load.
- 4.8.2 The lettering and numbers shall be clearly visible after hot-dip galvanizing.
- 4.8.3 Alternative methods of marking masts may be considered provided that a full description of the marking process shall be submitted with the bid documents.
- 4.8.4 The name plate and method of fixing shall have a service life at least equal to that of the mast, and shall remain in place and legible even if the mast suffers serious structural damage of any sort.

4.9 Foundations

- 4.9.1 Each mast shall be supplied with foundation bolts and baseplates. The bolts shall be hot dip galvanised over their entire length in compliance with SANS 121 (ISO 1461) 2000-1. Three galvanised nuts (one levelling and two fastening), two washers and one spring washer shall be supplied for each bolt. The number of foundation bolts shall be determined according to the design of the mast. All calculations shall be submitted.
- 4.9.2 A foundation plan, adequately designed for the conditions of this specification, and based on a soil bearing capacity of 150kPa, giving details of the reinforcing required shall be submitted. Soil pressure and overturning safety factor shall be stated.
- 4.9.3 All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover. The 28 days cube strength of the concrete shall be 25 MPa.
- 4.9.4 All foundations shall have a circular flat base from which a square plinth shall rise to above the surrounding ground level to a minimum of 200mm above the highest section of ground level.
- 4.9.5 Two 100mm PVC, Class B cable sleeves with slow radius bends shall be provided from the centre of the top of the foundation plinth, through the concrete to a minimum of 0,5 metres below ground level on either side of the plinth. The 100mm sleeves shall be placed longitudinal to the roadway or access path. The plinth must protrude 200-250mm above the highest ground level.

- 4.9.6 After casting of the foundation, the slab shall be covered by earth, properly compacted. The area around the plinth shall be brought to the original level and shall be left neat and tidy.
- 4.9.7 Allowance must be made for the importing of suitable soil-fill if the existing ground material is unsuitable for replacement into the excavation. Excess soil and spoil material must be removed from site and delivered to a municipal dump site.
- 4.9.8 A 110mm pvc sleeve inserted into mast must be cut flush with mast foundation after installation and an HDG anti-vandal protective sleeve must be placed over foundation holding-down-bolts and bolts welded to plate and cold galvanised applied thereafter.

4.10 Earthing

- 4.10.1 The earthing system will consist of 2 x 1.8m earth spikes, installed under foundation and connected to foundation bolts via 70mm² copper conductors with brass clamps.

In most cases, masts will be required to be delivered directly to site. All sites will fall within a 30km radius of Durban CBD.

4.11 Specific Requirements for Item 1: 18 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400W HPS luminaires

- 4.11.1 Supply and installation of an 18 metre galvanised hinged and internally counter balanced steel mast for street lighting.
- 4.11.2 The mast shall carry at its top **4 x equivalent LED wattage or lumen package for 400W HPS floodlight** luminaires arranged at 90 degrees or in a single sided configuration. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekweni Electricity and collected by the contractor from eThekweni Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.
- 4.11.3 The design of the mast must cater for a mass of 15kg per luminaire arranged in a circular configuration on a 4-way spigot adaptor, 90° apart.
- 4.11.4 A flexible, heavy-duty 6 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.
- 4.11.5 The following must be considered during the design and cost calculations of the high masts:
- Supply 18m mast with brackets and foundation bolts.
 - Internal fibreglass distribution board with 4 x 10amp mcb and 1 x 5amp mcb for pecu nema base, splitterbox and 6 core x 2,5 mm trailing cable.
 - Concrete foundation including soil and concrete cube tests.
 - Earthing: 2 x 1,2 m earth spikes.
 - Delivery, assemble and installation of masts.
 - Mounting and wiring of luminaires per fitting (4 x equivalent LED wattage or lumen package for 400W HPS)

4.12 Specific requirements for item 2: 15 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 1kW metal halide floodlight luminaires.

- 4.12.1 Supply and installation of a 15 metre galvanised hinged and internally counter balanced steel mast.
- 4.12.2 The mast shall carry at its top **6 x equivalent LED wattage or lumen package for 1 kW Metal Halide Floodlights** facing in one direction. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekweni Electricity and collected by the contractor from eThekweni Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.
- 4.12.3 The design of the mast must cater for a mass of 26kg per luminaire as well as for three support arms with two luminaires per arm. Allowance must be made on the stirrup mounting bracket for the swivelling of the luminaire for focussing purposes.

- 4.12.4 A flexible, heavy-duty 9 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.
- 4.12.5 The following must be considered during the design and cost calculations of the high masts:
- Supply 15m mast with brackets and foundation bolts.
 - Internal fibreglass distribution board with 6 x 20amp mcb and 1 x 5amp mcb for pecu nema base, splitterbox and 9 core x 2,5 mm trailing cable.
 - Concrete foundation including soil and concrete cube tests.
 - Earthing: 2 x 1,2 m earth spikes.
 - Delivery, assemble and installation of masts.
 - Mounting and wiring of luminaires per fitting (6 x equivalent LED wattage or lumen package for 1kW metal halide)
- 4.13 Specific requirements for item 3: 15 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 1kW metal halide floodlight luminaires.**
- 4.13.1 Supply and installation of a 15 metre galvanised hinged and internally counter balanced straight steel mast.
- 4.13.2 The mast shall carry at its top **4 x equivalent LED wattage or lumen package for 1 kW Metal Halide Floodlights** facing in one direction. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekwini Electricity and collected by the contractor from eThekwini Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.
- 4.13.3 The design of the mast must cater for a mass of 26kg per luminaire as well as for two support arms with two luminaires per arm. Allowance must be made on the stirrup mounting bracket for the swivelling of the luminaire for focussing purposes.
- 4.13.4 A flexible, heavy-duty 6 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.
- 4.13.5 The following must be considered during the design and cost calculations of the high masts:
- Supply 15m mast with brackets and foundation bolts.
 - Internal fibreglass distribution board with 4 x 20amp mcb and 1 x 5amp mcb for pecu nema base, splitterbox and 6 core x 2,5 mm trailing cable.
 - Concrete foundation including soil and concrete cube tests.
 - Earthing: 2 x 1,2 m earth spikes.
 - Delivery, assemble and installation of masts.
 - Mounting and wiring of luminaires per fitting (4 x equivalent LED wattage or lumen package for 1kW metal halide)
- 4.14 Specific requirements for item 4: 15 metre hinged and internally counter balanced steel mast with 6 LED floodlight luminaires.**
- 4.14.1 Supply and installation of a 15 metre galvanised hinged and internally counter balanced steel mast for street lighting.
- 4.14.2 The mast shall carry at its top **6 LED** floodlight luminaires arranged in a circular configuration. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekwini Electricity and collected by the contractor from eThekwini Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.
- 4.14.3 The design of the mast must cater for a mass of 15kg per luminaire arranged in a circular configuration on a support ring or 6-way spigot adaptor, 60° apart.
- 4.14.4 A flexible, heavy-duty 9 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.
- 4.14.5 The following must be considered during the design and cost calculations of the high masts:

- Supply 15m mast with brackets and foundation bolts.
 - Internal fibreglass distribution board with 6 x 10amp mcb and 1 x 5amp mcb for pecu nema base, splitterbox and 9 core x 2,5 mm trailing cable.
 - Concrete foundation including soil and concrete cube tests.
 - Earthing: 2 x 1,2 m earth spikes.
 - Delivery, assemble and installation of masts.
 - Mounting and wiring of luminaires per fitting (6 LED)
- 4.15 Specific Requirements for Item 5: 15 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400W HPS luminaires**
- 4.15.1 Supply and installation of a 15 metre galvanised hinged and internally counter balanced steel mast for street lighting.
- 4.15.2 The mast shall carry at its top **4 x equivalent LED wattage or lumen package for 400W HPS or metal Halide floodlight** equivalent luminaires arranged in a circular configuration. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekweni Electricity and collected by the contractor from eThekweni Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.
- 4.15.3 The design of the mast must cater for a mass of 15kg per luminaire arranged in a circular configuration on a 4-way spigot adaptor, 90° apart.
- 4.15.4 A flexible, heavy-duty 6 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.
- 4.15.5 The following must be considered during the design and cost calculations of the high masts:
- Supply 15m mast with brackets and foundation bolts.
 - Internal fibreglass distribution board with 4 x 10amp mcb and 1 x 5amp mcb for pecu nema base, splitterbox and 6 core x 2,5 mm trailing cable.
 - Concrete foundation including soil and concrete cube tests.
 - Earthing: 2 x 1,2 m earth spikes.
 - Delivery, assemble and installation of masts.
 - Mounting and wiring of luminaires per fitting (4 x equivalent LED wattage or lumen package for 400W HPS)
- 4.16 Specific Requirements for Item 6: 18 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 400W HPS equivalent luminaires**
- 4.16.1 Supply and installation of an 18 metre galvanised hinged and internally counter balanced steel mast for street lighting.
- 4.16.2 The mast shall carry at its top **6 x equivalent LED wattage or lumen package for 400W HPS or metal Halide floodlight** luminaires arranged in a circular configuration. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekweni Electricity and collected by the contractor from eThekweni Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.
- 4.16.3 The design of the mast must cater for a mass of 15kg per luminaire arranged in a circular configuration on a 4-way spigot adaptor, 90° apart.
- 4.16.4 A flexible, heavy-duty 9 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.
- 4.16.5 The following must be considered during the design and cost calculations of the high masts:
- Supply 18m mast with brackets and foundation bolts.
 - Internal fibreglass distribution board with 6 x 10amp mcb and 1 x 5amp mcb for pecu nema base, splitterbox and 9 core x 2,5 mm trailing cable.

- Concrete foundation including soil and concrete cube tests.
- Earthing: 2 x 1,2 m earth spikes.
- Delivery, assemble and installation of masts.
- Mounting and wiring of luminaires per fitting (6 x equivalent LED wattage or lumen package for 400W HPS)

4.17 Specific Requirements for Item 7: 18 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 400W HPS equivalent luminaires

4.17.1 Supply and installation of an 18 metre galvanised hinged and internally counter balanced steel mast for street lighting.

4.17.2 The mast shall carry at its top **6 x equivalent LED wattage or lumen package for 400W HPS or metal Halide floodlight** luminaires arranged in a circular configuration. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekwini Electricity and collected by the contractor from eThekwini Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.

4.17.3 The design of the mast must cater for a mass of 15kg per luminaire arranged in a circular configuration on a 4-way spigot adaptor, 90° apart.

4.17.4 A flexible, heavy-duty 9 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.

4.17.5 The following must be considered during the design and cost calculations of the high masts:

- Supply 18m mast with brackets and foundation bolts.
- Internal fibreglass distribution board with 6 x 10amp mcb and 1 x 5amp mcb for pecu nema base, splitterbox and 9 core x 2,5 mm trailing cable.
- Concrete foundation including soil and concrete cube tests.
- Earthing: 2 x 1,2 m earth spikes.
- Delivery, assemble and installation of masts.
- Mounting and wiring of luminaires per fitting (6 x equivalent LED wattage or lumen package for 400W HPS)

4.18 Specific requirements for item 8: 18 metre hinged and internally counter balanced steel mast with 2 x equivalent LED wattage or lumen package for 2kW metal halide floodlight luminaires with remote mounted control gear and internal ignitor:

4.18.1 Supply and installation of 18 metre galvanised hinged and internally counter balanced steel mast for swimming pool lighting.

4.18.2 The mast shall carry at its top **2 x equivalent LED wattage or lumen package for 2 kW metal halide floodlight** luminaires facing in one direction. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekwini Electricity and collected by the contractor from eThekwini Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.

4.18.3 The design of the mast must cater for a mass of 15kg per luminaire as well as for one support arm with two luminaires. Allowance must be made on the stirrup mounting bracket for the swivelling of the luminaire for focussing purposes.

4.18.4 A flexible, heavy-duty 4 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.

4.18.5 The following must be considered during the design and cost calculations of the high masts:

- Supply 18 m hinged and internally counter balanced mast with brackets and foundation bolts
- Internal fibreglass distribution board with 2 x 20amp mcb and 1 x 5amp mcb for pecu, nema base, splitterbox and 4 core x 2,5 mm trailing cable.
- Concrete foundation including soil and concrete cube tests.

- Earthing: 2 x 1,2 m earth spikes.
- Delivery, assemble and installation of masts.
- Mounting and wiring of luminaires per fitting (2 x 2kW metal halide equivalent)

4.19 Specific requirements for item 9: 18 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 400W HPS floodlight luminaires for Phoenix Industrial Park:

- 4.19.1 Supply and installation of an 18 metre galvanised hinged and internally counter balanced steel mast for the replacement of a 40 m high mast at Phoenix Industrial Park.
- 4.19.2 The mast shall carry at its top **6 x equivalent LED wattage or lumen package for 400W HPS floodlight** luminaires arranged in a circular configuration. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekwini Electricity and collected by the contractor from eThekwini Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.
- 4.19.3 The design of the mast must cater for a mass of 15kg per luminaire arranged in a circular configuration, 60° apart.
- 4.19.4 A flexible, heavy-duty 9 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.
- 4.19.5 Please note:
- 4.19.5.1 Masts for this application will not be supplied with a foundation design since there are existing foundations. The foundations are suitable to carry the weight of the masts and luminaries and subsequent wind loading
- 4.19.5.2 Figure 1 depicts the existing bolt cage configuration which must be considered during the design of the masts.
- 4.19.6 The following must be considered during the design and cost calculations of the high masts:
- Supply 18 m hinged and internally counter balanced mast with brackets.
 - Internal fibreglass distribution board with 6 x 10 amp mcb and 1 x 5 amp mcb for pecu, nema base, splitterbox and 9 core x 2,5 mm trailing cable.
 - Delivery, assemble and installation of masts.
 - Mounting and wiring of luminaires per fitting (6 x 400W HPS equivalent)

4.20 Specific requirements for item 10: 18 metre straight steel mast with 14 x equivalent LED wattage or lumen package for 2 kW metal halide floodlight luminaires for Kings Park Swimming Pool with remote mounted control gear and internal ignitor:

- 4.20.1 Supply and installation of an 18 metre straight steel mast with external catladder at Kings Park Swimming Pool.
- 4.20.2 The mast shall carry at its top **14 x equivalent LED wattage or lumen package for 2 kW metal halide floodlight** luminaires facing in one direction. The design of the mast must cater for a mass of 15kg per luminaire. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekwini Electricity and collected by the contractor from eThekwini Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.
- 4.20.4 A flexible, heavy-duty 20 core x 2.5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.
- 4.20.5 An IP 65 splitter box must be supplied and mounted at the top of the mast which must be suitable enough to accommodate 14 x 20mm and 3 x 25mm compression gland cut-outs for the main supply cables and connections/terminations to each luminaire.
- 4.20.6 **Please note:**
- 4.20.6.1 Masts for this application will not be supplied with a foundation design since there are

existing foundations. The foundations are suitable to carry the weight of the masts and luminaires and subsequent wind loading

- 4.20.6.2 Figure 2 depicts the existing bolt cage configuration which must be considered during the design of the masts.
- 4.20.7 The following must be considered during the design and cost calculations of the high masts:
- Supply 18 m straight mast with brackets.
 - Internal fibreglass distribution board with 14 x 20 amp double-pole mcb, nema base, splitterbox and 20 core x 2,5 mm trailing cable.
 - Delivery, assemble and installation of masts.
 - Mounting and wiring of luminaires per fitting (14 x 2kW Metal Halide equivalent)
- 4.21 Highmast Maintenance Methodology and Schedule
- 4.21.1 Each successful tenderer must submit an electronic copy of the recommended High mast Maintenance Methodology and Schedule.
- 4.22 Removal of High Masts:
- 4.22.1 Where necessary, it will be required to remove and existing high mast. This will include:
1. Removal of the high mast with the foundation
 2. Transportation of these masts to the Electricity pole disposal yard, 11 Electron Road, Springfield.
- 4.23 Specific Requirements for Item 11: 18 metre hinged and internally counter balanced steel mast with 2 x equivalent LED wattage or lumen package for 400W HPS luminaires**
- 4.23.1 Supply and installation of an 18 metre galvanised hinged and internally counter balanced steel mast for street lighting.
- 4.23.2 The mast shall carry at its top **6 x equivalent LED wattage or lumen package for 400W HPS or metal Halide floodlight** luminaires arranged in a circular configuration. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekwin Electricity and collected by the contractor from eThekwin Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.
- 4.23.3 The design of the mast must cater for a mass of 15kg per luminaire arranged in a circular configuration on a 4-way spigot adaptor, 90° apart.
- 4.23.4 A flexible, heavy-duty 4 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.
- 4.23.5 The following must be considered during the design and cost calculations of the high masts:
- Supply 18m mast with brackets and foundation bolts.
 - Internal fibreglass distribution board with 6 x 10amp mcb and 1 x 5amp mcb for pecu nema base, splitterbox and 4 core x 2,5 mm trailing cable.
 - Concrete foundation including soil and concrete cube tests.
 - Earthing: 2 x 1,2 m earth spikes.
 - Delivery, assemble and installation of masts.
 - Mounting and wiring of luminaires per fitting (2 x equivalent LED wattage or lumen package for 400W HPS)
- 4.24 Specific requirements Item 12: 45 metre hinged and internally counter balanced steel mast with approximately 50 x equivalent LED wattage or lumen package for 2kW metal halide floodlight luminaires:**

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- 4.24.1 Supply and installation of a 45 metre galvanised hinged and internally counter balanced steel mast for street lighting.
- 4.24.2 The number of floodlight luminaires that the mast shall carry as well as the arrangement configuration of the luminaires will be determined by the end user. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by eThekweni Electricity and collected by the contractor from eThekweni Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.
- 4.24.3 The design of the mast must cater for a mass of 1000 kg arranged.
- 4.24.4 A flexible, heavy-duty 7 x 10 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.
- 4.24.5 The following must be considered during the design and cost calculations of the high masts:
- Supply 40m hinged and internally counter balanced mast with brackets and foundation bolts.
 - Internal fibreglass distribution board with 50 x 20amp mcb and 1 x 5amp mcb for pecu, nema base, splitterbox and 7 x 10 core x 2,5 mm trailing cable.
 - Concrete foundation including soil and concrete cube tests.
 - Earthing: 2 x 1,2 m earth spikes.
 - Delivery, assemble and installation of masts.
 - Mounting and wiring of luminaires per fitting
- 4.24.6 The lowering and raising action must be carried out making use of a portable ratchet-controlled, winch fitted with a 4mm stainless steel wire cable. The winch is attached to the mast base and the end of the wire cable to the mast lid allowing a controlled hinging of the mast as the winch is rotated.
- 4.24.7 The trailing cable shall be permanently secured to both the Distribution board and splitter box. Two test leads per mast shall be provided to test the lighting once the mast is in the lowered position.

SECTION 8 :BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES

The Bill of Quantities follows and comprises of 2 pages.

Item	Description	Unit	Unit rates (R) excluding VAT	Price (R) including VAT
1.	Item 1: 18 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400W HPS luminaires			
1.1	18m hinged mast (supply, delivery, installation, wiring and mounting of luminaires)	each		
2.	Item 2: 15 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 1kW metal halide floodlight luminaires			
2.1	15m hinged mast (supply, delivery, installation, wiring and mounting of luminaires)	each		
3.	Item 3: 15 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 1kW metal halide floodlight luminaires			
3.1	15m hinged and counter balanced mast (supply, delivery, installation, wiring and mounting of luminaires)	each		
4.	Item 4: 15 metre hinged and internally counter balanced mast steel mast with 6 LED floodlight luminaires			
4.1	15m hinged and counter balanced mast (supply, delivery, installation, wiring and mounting of luminaires)	each		
5.	Item 5: 15 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400 W HPS floodlight luminaires			
5.1	15m hinged and counter balanced mast (supply, delivery, installation, wiring and mounting of luminaires)	each		
6.	Item 6: 18 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 400 W HPS floodlight luminaires			
6.1	18m hinged and counter balanced mast (supply, delivery, installation, wiring and mounting of luminaires)	each		
7.	Item 7: 18 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400 W HPS floodlight luminaires			
7.1	18m hinged and counter balanced mast (supply, delivery, installation, wiring and mounting of luminaires)	each		
8.	Item 8: 18 metre hinged and internally counter balanced steel mast with 2 x equivalent LED wattage or lumen package for 2kW metal halide floodlight luminaires			
8.1	18m hinged and internally counter balanced mast (supply, delivery, installation, wiring and mounting of luminaires)	each		
9.	Item 9: 18 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 400W HPS floodlight luminaires for Phoenix Industrial Park			
9.1	18m hinged and internally counter balanced mast (supply, delivery, installation, wiring and mounting of luminaires)	each		
10.	Item 10: 18 metre straight steel mast with 14 x equivalent LED wattage or lumen package for 2 kW metal halide floodlight luminaires for Kings Park Swimming Pool			
10.1	18m straight mast with external cat ladder (supply, delivery, installation, wiring and mounting of luminaires)	each		

Item	Description	Unit	Unit rates (R) excluding VAT	Price (R) including VAT
11.	Item 11: 18 metre hinged and internally counter balanced steel mast with 2 x equivalent LED wattage or lumen package for 400 W HPS floodlight luminaires			
11.1	18m hinged and counter balanced mast (supply, delivery, installation, wiring and mounting of luminaires)	each		
12.	Item 12: 45 metre straight steel mast with 50 x equivalent LED wattage or lumen package for 2kW metal halide floodlight luminaires			
12.1	45m straight mast with a winching mechanism (supply, delivery, installation, wiring and mounting of luminaires)	each		
12.2	45 m straight mast with external cat ladder (supply, delivery, installation, wiring and mounting of luminaires)	each		
13.	Item 13: Removal of existing High masts			
13.1	Removal and disposal of existing high masts ranging from 15-25 metres	each		
13.2	Removal and disposal of existing high masts ranging from 30-45 metres	each		
14.	Item 14: Relocation of existing masts			
14.1	Relocation of existing 15 metre high masts inclusive of foundations	each		
14.2	Relocation of existing 18 metre high masts inclusive of foundations	each		

SECTION 9 : OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 26970 (5E)** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

*** The offered total of the prices inclusive of Value Added Tax is:**

Item	Description / Item Code	* Price per Mast(Rands)	
		Excluding VAT	Including VAT
1	18 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400W HPS equivalent luminaires		
2	15 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 1kW metal halide equivalent floodlight luminaires		
3	15 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 1kW metal halide equivalent floodlight luminaires		
4	15 metre hinged and internally counter balanced mast steel mast with 6 LED floodlight luminaires		
5	15 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400 W HPS equivalent floodlight luminaires		
6	18 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 400 W HPS equivalent floodlight luminaires		
7	18 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400 W HPS equivalent floodlight luminaires		
8	18 metre hinged and internally counter balanced steel mast with 2 x equivalent LED wattage or lumen package for 2kW metal halide equivalent floodlight luminaires		
9	18 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 400W HPS equivalent floodlight luminaires for Phoenix Industrial Park		
10	18 metre straight steel mast with 14 x equivalent LED wattage or lumen package for 2 kW metal halide equivalent floodlight luminaires for Kings Park Swimming Pool		
11	18 metre hinged and internally counter balanced steel mast with 2 x equivalent LED wattage or lumen package for 400 W HPS equivalent floodlight luminaires		

Item	Description / Item Code	* Price per Mast(Rands)	
		Excluding VAT	Including VAT
12.1	45 metre hinged and internally counter balanced steel mast with 50 x equivalent LED wattage or lumen package for 2kW metal halide equivalent floodlight luminaires		
12.2	45 metre straight mast with external cat ladder(supply, delivery, installation, wiring and mounting of luminaires)		
13.1	Removal and disposal of existing high masts ranging from 15-25 metres		
13.2	Removal and disposal of existing high masts ranging from 30-45 metres		
14.1	Relocation of existing 15 metre high masts inclusive of foundations		
14.2	Relocation of existing 18 metre high masts inclusive of foundations		

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

* Signature :

* Name (*capitals*):

Date:

Capacity:

* Name of Business:

Tel:

Address:

Fax:

* Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity:

SECTION 10: ANNEXURES (NOT FOR EVALUATION)**EXPERIENCE OF TENDERER**

The following is a statement of works of similar nature (in relation to the Scope of Works), , executed (within the past 3 years) or is currently being executed by myself / ourselves.

Acceptable Response: To have successfully completed (ie. on time and to specification) projects of a similar value and being similar or more complex in nature in relation to the Scope of Works, over the past three (3) years.

CONTACT PERSON (EMPLOYER / CONSULTANT) AND TELEPHONE NUMBER	CONTRACT NUMBER / DESCRIPTION NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PROPOSED ORGANISATION and KEY PERSONNEL

Acceptable Response : Organisational structure deemed to be sufficient to effectively carry out the contract. Foreman must have at least 3 years relevant experience.

Proposed Organisation

The Tenderer shall list the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, Site Agent, and Foremen) which may have to be brought in from outside if not available locally.

The tenderer must attach his / her organization and staffing proposals to this page. In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines.

Key Personnel

A CV of the contract manager, site agent(s) and general foreman of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars (name, date and place of birth, place (s) of tertiary education and dates associated therewith)
- b) Qualifications (certificates, degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma / certificate experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

The tenderer must attach the Organization and Staffing proposals, Organogram, and CV's of the Key Personnel to this page.

CONSTRUCTION METHODOLOGY, PRELIMINARY PROGRAMME & QUALITY CONTROL

Acceptable Response : Method Statement and Programme covers all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in accordance with the time for achieving Practical Completion. Quality control measures are adequate and applicable to those required by the Scope of Works.

Construction Approach and Methodology

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work, including health and safety aspects, and the use of plant and resources for the this Project.

Preliminary Programme

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender. The programme must be based on the completion time as specified in the Contract Data.

Quality Control

The quality control statement must discuss what tests and control measures are to be employed on site to attain the specified results, and is to cover the program associated activities.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

The tenderer must attach the Construction Methodology Statement, Preliminary Programme, and Quality Control information to this page.

CONTRACTOR'S HEALTH AND SAFETY PLAN

Acceptable Response : Statement provides a brief description for at least the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided

At tender stage only a brief overview of the tenderers perception on the safety requirements for this contract will be adequate. The successful Tenderer shall submit a Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act (1993) Construction Regulations 2014.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

The tenderer must attach a brief overview of the tenderers perception on the safety requirements for this contract to this page.

TECHNICAL SCHEDULE B1: REQUIREMENTS FOR ITEMS 1 TO 12

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

The tenderer must complete and submit the following:

Ref No.	Technical details	eThekwini Electricity's requirement	Tenderer's offer
1	Tenderer's Response Time when issued with work		
1.1	When issued with work outlined	2 weeks	weeks
2	Do you comply with the minimum wage rates laid down by your industries?	Yes	*Yes/No
3	Guarantee period on materials and workmanship	5 years (minimum)	years
4	Mechanical Competency	Rigger/Mechanical Artisan	
4.1	Previous experience in terms of the execution of work detailed under the scope of work for a suitably qualified millwright or rigger	5 Years	years
5	Previous experience in terms of the execution of work detailed under the scope of work on High Masts	5 Years	years

*Delete that which is not applicable.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B2: REQUIREMENTS FOR ITEMS 1 TO 12

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Standard to which pole complies	SANS 657 and SANS 10225	
5	Standard to which galvanizing complies	SANS 121 / ISO 1461	
6	Standard to which welding complies	SANS 044	
7.1	Material of pole	steel (S355)	
7.2	Total mass of pole and base		kg
7.3	Minimum yield stress	350 MPa	MPa
7.4	Minimum tensile strength	450 MPa	MPa
8	Installation environment as per SANS 10225	Coastal Category 2 terrain	
9	Calculated natural frequency for pole		Hz
10	Guarantee period	5 Years	years

*Delete whichever is not applicable.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B3: Item 1: 18 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400W HPS luminaires

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 4 x 15 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Single-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B4: REQUIREMENTS FOR ITEM 2: 15 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 1kW metal halide floodlight luminaires

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 6 x 26 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Single-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B5: REQUIREMENTS FOR ITEM 3: 15 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 1kW metal halide floodlight luminaires

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 4 x 26 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Single-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B6: REQUIREMENTS FOR ITEM 4: 15 metre hinged and internally counter balanced mast steel mast with 6 LED floodlight luminaires

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 6 x 15 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Single-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B7: REQUIREMENTS FOR ITEM 5:15 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400 W HPS floodlight luminaires

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 4 x 15 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Single-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B8: REQUIREMENTS FOR ITEM 6: 18 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 400 W HPS floodlight luminaires

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 6 x 15 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Single-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B9: REQUIREMENTS FOR ITEM 7: 18 metre hinged and internally counter balanced steel mast with 4 x equivalent LED wattage or lumen package for 400 W HPS floodlight luminaires

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 4 x 15 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Single-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B10: REQUIREMENTS FOR ITEM 8: 18 metre hinged and internally counter balanced steel mast with 2 x equivalent LED wattage or lumen package for 2kW metal halide floodlight luminaires

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 2 x 15 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Double-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B11: REQUIREMENTS FOR ITEM 9: 18 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 400W HPS floodlight luminaires for Phoenix Industrial Park

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 6 x 15 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Single-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B12: REQUIREMENTS FOR ITEM 10: 18 metre straight steel mast with 14 x equivalent LED wattage or lumen package for 2 kW metal halide floodlight luminaires for Kings Park Swimming Pool with remote mounted control gear and internal ignitor

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 14 x 15 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Double-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B13: REQUIREMENTS FOR ITEM 11: 18 metre hinged and internally counter balanced steel mast with 2 x equivalent LED wattage or lumen package for 400W HPS floodlight luminaires

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 2 x 15 kg luminaires?	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Single-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

TECHNICAL SCHEDULE B14: REQUIREMENTS FOR ITEM 12: 45 metre hinged and internally counter balanced steel mast with approximately 50 x equivalent LED wattage or lumen package for 2kW metal halide equivalent floodlight luminaires

No.	Technical details	eThekwini Electricity's Requirements	Bidder's Offer
1	Is all welding continuous?	Yes	*Yes/No
2	Method used to remove welding slag (if applicable)	shot- or sand-blasting	
3	Are all surfaces fully galvanized?	Yes	*Yes/No
4	Are test reports and certificates of thickness of galvanizing submitted with the bid?	Yes	*Yes/No
5	Is the pole marked with the following?		
5.1	Manufacturer's name	Yes	*Yes/No
5.2	The contract 'E' number	Yes	*Yes/No
5.3	Pole size reference	Yes	*Yes/No
6	Are the markings as per Clause 4.8 of the Project Specification and clearly visible after hot dip galvanizing?	Yes	*Yes/No
7	Are detailed drawings included with the bid?	Yes	*Yes/No
8	Are test reports and certificates on the masts submitted with the bid, and all detailed calculations and designs certified by a professional structural engineer?	Yes	*Yes/No
9	Are the masts designed, approved, certified and built under the direction of a Structural Engineer who is professionally registered with the Engineering Council of South Africa (ECSA)	Yes	*Yes/No
10	Are the designs and calculations certified by a professional structural engineer included in the bid?	Yes	*Yes/No
11	Does the design of the mast cater for a mass of 1000 kg	Yes	*Yes/No
12	Details of MCCB		
12.1	Does the MCCB bear the mark for SANS 156?	Yes	*Yes/No
12.2	Rated breaking capacity	5 kA	kA
12.3	Number of masts	Double-pole	

*Delete whichever is not applicable

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

C3.4 : CONTRACT AND STANDARD DRAWINGS

C3.4.1 CONTRACT DRAWINGS / DETAILS

Figure 1: The existing bolt cage configuration for Item 8

Figure 2: The existing bolt cage configuration for Item 9

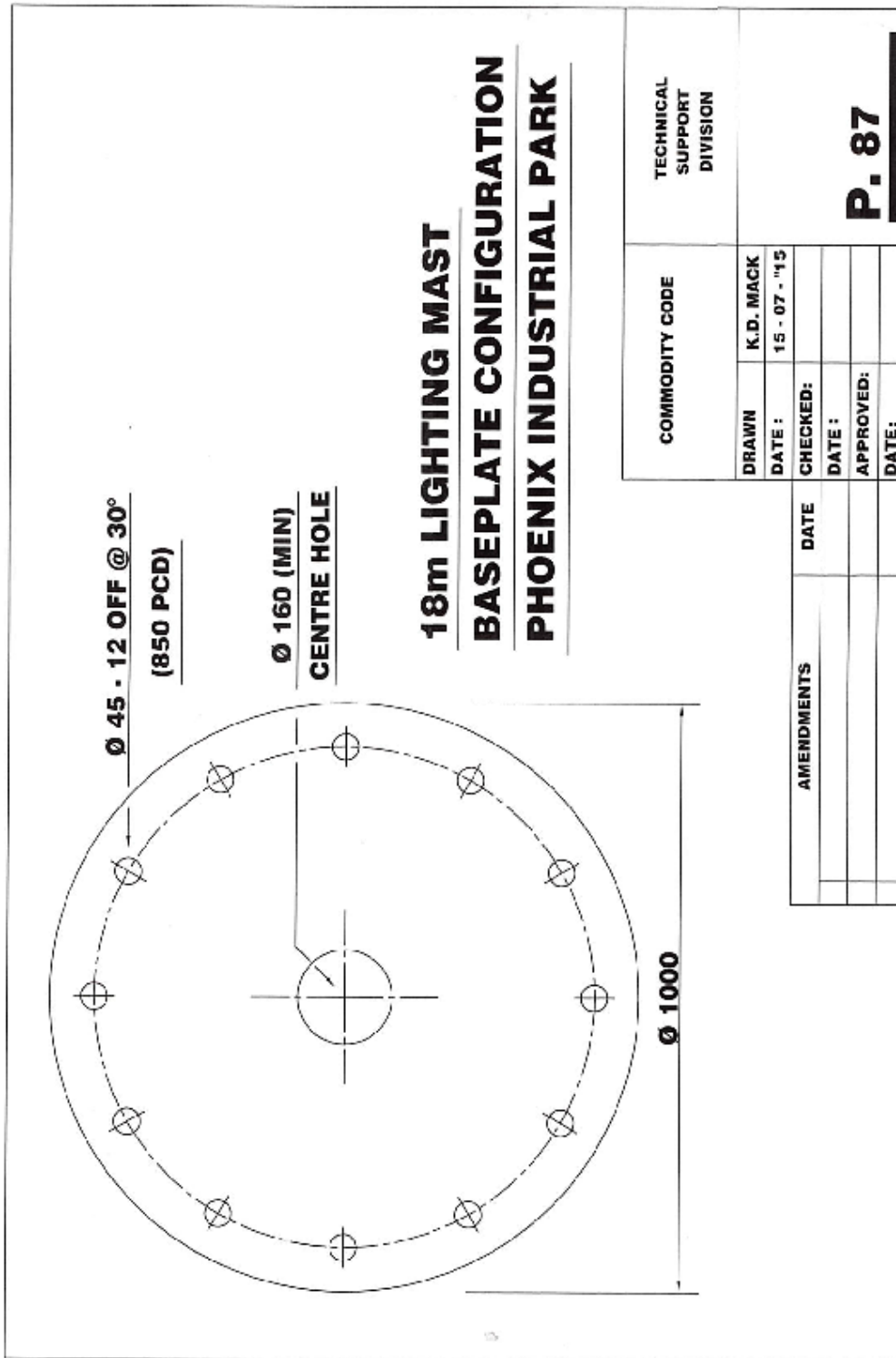


Figure 1: The existing base plate configuration for Item 8

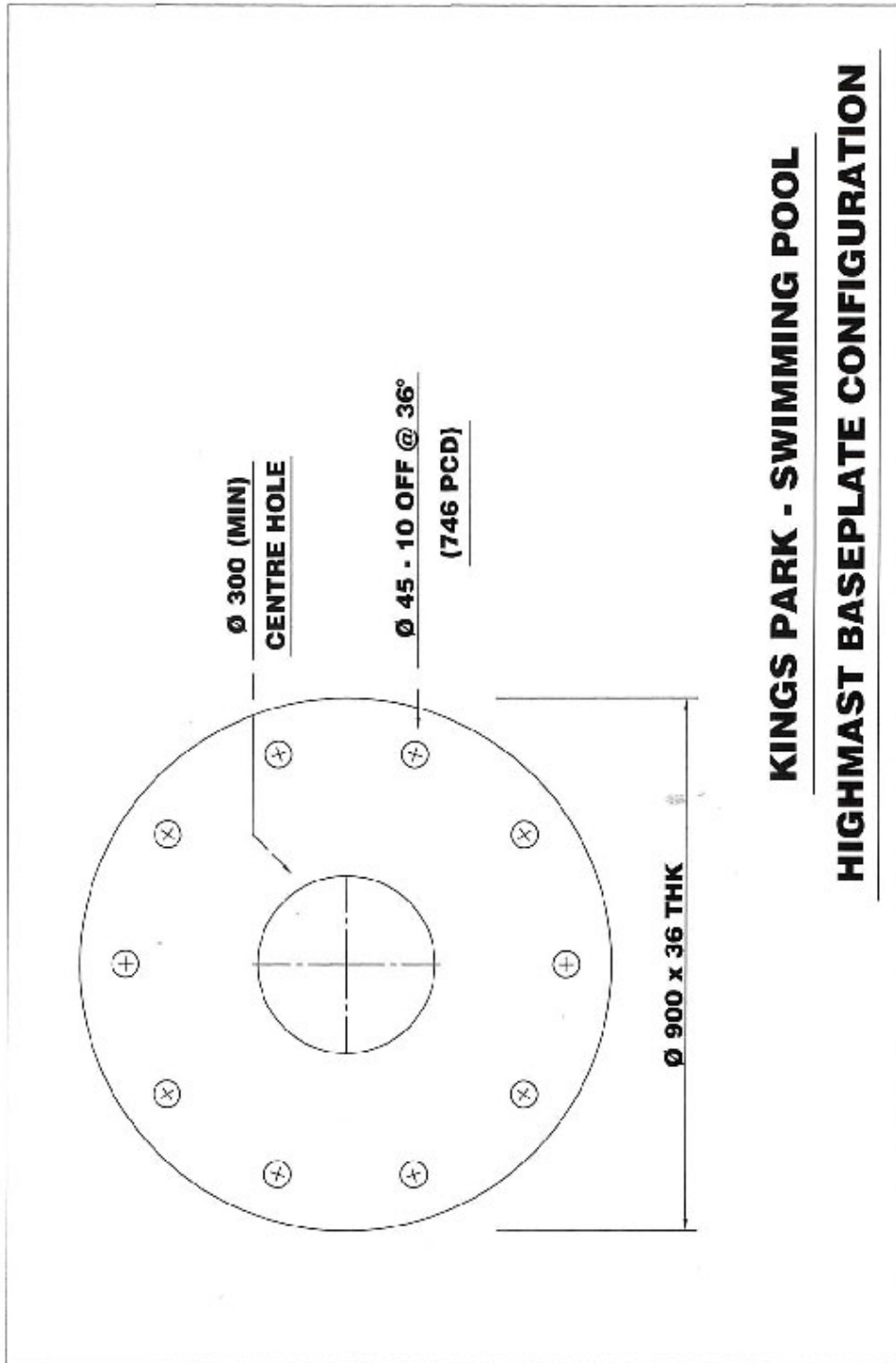


Figure 2: The existing base plate configuration for Item 9

ETHEKWINI MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY



OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993) MANDATORY AGREEMENT – 37.2

Contractor Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act

Written agreement between ETHEKWINI Municipality (the “employer”)
And
(the “mandatary”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I,, am authorised to represent the “mandatary” and acknowledge that the “mandatary” is an employer in its own right with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993.

I agree to ensure that all work performed, or machinery and plant used by the “mandatary” on any ETHEKWINI Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “mandatary” shall comply with all ETHEKWINI Municipality site rules and Safety, Health, and Environmental requirements as may be communicated or stipulated by ETHEKWINI Municipality prior to and during the course of any Contract awarded to the “mandatary” by ETHEKWINI Municipality.

Furthermore, I undertake to ensure that ETHEKWINI Municipality is timeously informed should the “mandatary”, for whatever reason, be unable to perform in terms of this agreement.

Signed thisday of20.....

On behalf of the “mandatary” (print)

(sign)

On behalf of the “employer” (print)

(sign)

MANDATORY CRITERIA

The tenderers will be checked if they meet the mandatory requirements. Any tenderer that does not meet any of the mandatory requirement will be deemed non-responsive.

All responsive tender offers will then be evaluated in accordance with eThekweni Municipality's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2022) using an 80/20 preference point system.